# SERIAL 04178 C WATER TRUCK TANK AND SPRAY SYSTEMS (NIGP CODES 72036, 72082)

DATE OF LAST REVISION: July 08, 2005 CONTRACT END DATE: December 31, 2007

# **CONTRACT PERIOD THROUGH DECEMBER 31, 2007**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for WATER TRUCK TANK AND SPRAY SYSTEMS (NIGP CODES 72036, 72082)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **DECEMBER 01, 2004.** 

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/mm Attach

Copy to: Clerk of the Board

Gidget Beltran, Equipment Services **Kathy Sicard,** Materials Management

(Please remove Serial 99039 from your contract notebooks)

# SPECIFICATIONS ON INVITATION FOR BID FOR: WATER TRUCK TANK AND SPRAY SYSTEMS (NIGP CODES 72036, 72082)

# **1.0 INTENT**:

The intent of this invitation for bid is to establish a pricing agreement on a full line of parts, components, and supplies for Water Truck Tanks and Spray Systems as required by Equipment Services Department. For additional services available that are not mentioned in this IFB, a space is provided in the pricing section. The County reserves the right to determine whether any additional services submitted will be considered part of the IFB. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. The contract will be awarded in part, sections or groups where such action serves the County's best interest.

# 2.0 SPECIFICATIONS, GENERAL:

# 2.1 FLEET/EQUIPMENT:

The County has 32 water trucks. The bidders shall be distributors/wholesalers of the manufacturer's offered in the pricing section and respond to the specifications that pertain to their company. Their inventory shall reflect the parts, components, and supplies readily available /stocked.

## 2.2 BLANKET PRICING:

Material to be purchased against this contract covers a wide variety of replacement parts/supplies, accessories and components. Bidder(s) shall submit catalog and/or price sheets for each product offered, to provide the greatest coverage of related products. Submit price list(s) by catalog books, 3.5 disk, CD-Rom (formatted without needing a license to open; i.e. excel spreadsheet format) DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION. Participants may also offer pricing for related commodities and services, not specifically addressed herein, by listing the related commodities and services offered on the pricing page(s) (Attachment A).

# 2.3 CERTIFICATION:

It is the responsibility of the contractors to meet all safety standards, licenses and certified technicians required to perform service and repairs.

# 2.4 SAFETY STANDARDS:

All repairs and service shall meet the Code of Federal Regulation under Title 49, Inspection, Repair, and Maintenance within Part 396, and Federal Motor Vehicle Safety Standards within Part 571 (revision 10-1-02 edition).

# 2.5 SERVICE AND REPAIR:

Bidders may be required to provide service/repair on over flow work to eliminate down time on fleet. Bidders shall provide flat/labor rates for repairs. If the Time Rate Guide (TRG) is used to perform the services/repairs, this guide must be included with the bid submittal. Bidders shall include labor rates for out of scope and emergency service not listed in this IFB. No overtime charges are allowed without prior approval by Equipment Services. Rework shall be done at no cost to the County. An invoice must be submitted displaying zero cost and detailing the Complaint, Cause, and Cure.

# 2.6 SERVICE TRUCKS:

The service truck(s) must be fully equipped with parts, tools and equipment required to complete the repairs. The bidders shall indicate mileage charges (if any). The County shall not be responsible for any additional mileage due to parts, tools, material and other related items needed to complete the repairs. Equipment Services reserves the right to dispute/question charges for mileage and labor hours on all repairs and service if deemed unreasonable or if it exceeds industry standards.

#### 2.7 DELIVERY/RESPONSE TIME:

It shall be the contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination, freight prepaid on normal deliveries. The County shall not be responsible for any freight (overnight, airfreight, UPS direct, etc.) with the exception of priority deliveries preapproved by Equipment Services Parts Department authorized employees. Deliveries shall be made to all locations listed within 2 hours of notification. Exceptions are made when site is more than two (2) hours in distance (travel time) from contractor(s) facility. Contractor(s) shall notify Equipment Services of all delays for parts. Business hours at the main Equipment Services Parts Department at 3325 W. Durango Street, Phoenix, Arizona 85009, are open from 5:00 a.m. to 4:30 p.m. summer hours and 5:30 a.m. to 4:30 p.m. in the winter hours, telephone numbers are 602-506-4676 or 4868.

## 2.8 ADDITIONAL LOCATIONS:

Equipment Service's has four- (4) satellite service stations that are part of this IFB. All terms and conditions apply to these locations:

# SITE ADDRESSES:

# **BUSINESS HOURS/DELIVERIES:**

2.8.1	Mesa Service Center, 155 E. Coury, Mesa	6:00 a.m. TO 4:30 p.m.
2.8.2	Dysart Service Center, 16821 N. Dysart Rd. Surprise	7:00 a.m. TO 3:30 p.m.
2.8.3	Downtown Service Center, 120 S. 4th Ave, Phx.	7:00 a.m. TO 5:00 p.m.
2.8.4	Buckeye Service Center, 26449 W HWY 85, Buckeye	6:00 a.m. TO 2:30 p.m.

# 2.9 FLEET/EQUIPMENT PICK-UP:

The contractors must coordinate with our Customer Service on all pick-ups and deliveries. Response time for service pick-up shall be within four- (4) hours from notification and activity performing repairs within 24 hours. Our Service Coordinators shall inform the contractor of the required date the fleet/equipment shall return to our shop. The contractor shall notify the Service Coordinator the diagnosis of the repair and if the date required back is accepted. If any delays occur contact the service coordinators immediately. The direct line is 602-506-4678 or 2886. The contractor shall provide a daily or weekly report (depending on how long the repairs will take) by fax (602-506-6013) Attn: Service Coordinator detailing the status of the fleet/equipment repair that is at their facility.

The contractor shall deliver the repaired fleet/equipment to the location of pick up within four- (4) hours of notifying Equipment Services. If the contractor cannot comply with these terms they shall notify the Service Coordinator immediately, so other arrangement can be made. The contractor is responsible for transporting County vehicle(s) at no cost to the County. The County reserves the right to make arrangements for the delivery of the County fleet(s) and charge the fee to the assigned contractor of record. Exceptions are made when the County is not equipped with the equipment required to transport the fleet/equipment back to the County location.

# 2.10 PRODUCT DEFINITION:

Certain products covered in this IFB are acceptable to Equipment Services, if "rebuilt" or "remanufactured", at the option of the County. Any item(s) bid shall be assumed to be "new" unless so identified otherwise by the bidder. All items bid, without regard to "classification", shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.

## 2.11 WARRANTY:

The minimum warranty shall be 90 days or manufacturer's warranty, whichever is greater. Warranty replacement will be done at no charge to the County. Defective parts shall be replaced within 24 hours of notification. The effective date on all warranties shall begin at the time of service and/or installation. For all parts returned under warranty, an invoice must be provided when the replacement part is received. Repairs under warranty must be documented by an invoice, detailing the Complaint, Cause, Cure and a zero cost.

# 2.12 INVOICING REQUIREMENTS:

All parts and service invoices shall be accompanied by a proper invoice billed to:

Equipment Services 3325 West Durango St. Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-2938. All invoices shall indicate the following;

	Service invoice	Packing list or Parts invoice:  Note: packing slips must have pricing	r listed
2.12.1	Contract Serial Number	1. Contract Serial Number	; iisteu.
2.12.2	County purchase order number (If not paid by credit card)	2. County purchase order number (If not paid by credit card)	ber
		3. County work order and vehi	cle#
2.12.3	County work order and vehicle number	4 Part#/quantities/ description	ns
2.12.4	Arrival and completion time	5. Unit cost: list cost r	ninus
	discount (Required when service trucks are used.)	6. Freight (if applicable)	
2.12.5	Description-complaint, cause, cure	7. Sales tax and tax rate	
2.12.6	Parts used: list numbers/quantities/descript	tion 8. Total cost	
2.12.7	Unit cost: list cost minus discount price		
2.12.8	Warranty		
2.12.9	Labor rate w/total hours		
2.12.10	Mileage-miles and rate (if any)		
2.12.11	Freight, (if applicable)		

- 2.12.12 Sales tax and tax rate (on parts only)
- 2.12.13 Total cost
- 2.12.14 Invoice must be legible (print must be readable)

The documents must be dated and signed (full name print) by the County employee.

- \*Freight: If freight is applied on an invoice(s) the following are required on the invoice(s):
- 2.12.15 Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s)
- 2.12.16 Full Name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. SUBMIT A SAMPLE OF YOUR INVOICE WITH YOUR BID SUBMITTAL PROVIDING GENERIC INFORMATION.

#### 2.13 RETURN POLICY:

The bidders shall state their return policy, time limitations or restocking charges (if any). Parts will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued in accordance with the vendors return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge (if any) shall be on a separate line. All credit memos must reference original invoice (when applicable), or return ticket slip number. All contractors must provide the County with return credit slip booklets upon request, at no cost to the County.

# 2.14 TRAINING:

The successful bidder shall completely train County personnel on site as instructed by Equipment Services in the use and care of the equipment and/or materials which may be purchased from this pricing agreement, at no cost to the County.

## 2.15 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors' to communicate with their parts department, service area, and accounts receivable and other areas involved in compliance with this pricing agreement. The pricing and labor rates shall be programmed in your financial system as offered. If the required information cannot be programmed on the invoice you have the option to hand write the information or submit a separate sheet with the requirements (reference section 2.12). Delay of payment will result if the required information is not provided.

# 2.16 ADDITIONAL CHARGES/FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.), unless Arizona State or Federally mandated, other than those listed in the pricing section of this price agreement. All costs shall be included in the bid Price.

## 2.17 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities at any time during the award determination and after an award has been made.

#### 2.18 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

## 2.19 SHIPPING:

**Bid prices shall be made F.O.B. destination freight pre-paid** to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

# 2.20 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

# 2.21 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

# 2.22 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

#### 2.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

## 2.24 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended t be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

#### 2.25 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Invitation for Bids.

#### 2.26 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

# 2.27 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.27.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.27.2 Documentation that names the replacement product or model.
- 2.27.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.27.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.27.5 Documentation confirming that the price for the replacement is the same as or less that the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

## 2.28 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

# 2.29 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.29.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.29.2 Pricing pages, MANDATORY (Attachment A)
- 2.29.3 Agreement page, MANDATORY (Attachment B)
- 2.29.4 References (Attachment C), MANDATORY

- 2.29.5 Vendor Information, MANDATORY (Attachment D)
- 2.29.6 Copies of Catalogs/Pricing Documents, MANDATORY

# 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

# 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

## 3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

## 3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

## 3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

## 3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00.** No other request is valid.

## 3.7 INDEMNIFICATION AND INSURANCE:

# 3.7.1 <u>INDEMNIFICATION</u>.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

# 3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

# 3.7.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.7.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

## 3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

# 3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card (credit card) that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may/shall be considered non-responsive and not eligible for award consideration.

# 3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT ATTN: CONTRACT ADMINISTRATION 320 W. LINCOLN ST. PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES, 602-506-4674 (gadget.beltran@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

## 3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

## 3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one extra hard copy and one (1) electronic copy of pricing on a 3.5" diskette or CD in the same Excel format as in Attachment A, Pricing Page(s). Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

C432011 / B0605382 / NIGP CODES 72036, 72082
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? <u>X</u> YES NO
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)
OTHER GOV'T AGENCIES MAY USE THIS CONTRACT: X YES NO

## **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidder(s) shall submit with their bid response manufacturers' published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalogs, 3.5" diskettes or CD-ROM. Do not use the term "*current pricing*" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

## WATER TRUCK TANK AND SPRAY SYSTEM

			PRICE COLUMN			
	PRODUCTS	MANUFACTURER	NEW OR REMAN.	PRICE LIST DATE	TO BE USED	DISCOUNT
1.	FIRE APPARATUS		SEE ATTACHED PAC	GES FOR THIS INFORMA	ΓΙΟΝ	
2.	SPRAYHEAD KITS		SEE ATTACHED PAC	GES FOR THIS INFORMA	ΓΙΟΝ	
3.	NOZZLES		SEE ATTACHED PAC	GES FOR THIS INFORMA	ΓΙΟΝ	
4.	AIR OPERATED VALVES AN	ID REPAIR KITS	SEE ATTACHED PAG	GES FOR THIS INFORMA	TION	
5.	GROOVE FITTINGS		SEE ATTACHED PAC	GES FOR THIS INFORMA	ΓΙΟΝ	
6.	THREAD / WELD FITTINGS		SEE ATTACHED PAC	GES FOR THIS INFORMA	ΓΙΟΝ	

# WATER TRUCK TANK AND SPRAY SYSTEM

	PRODUCTS	MANUFACTURER	NEW OR REMAN.	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
7.	BERKELEY PUMPS		SEE ATTACHED PAC	GES FOR THIS INFORMAT	TION	
8.	MONARCH PUMPS		SEE ATTACHED PAC	GES FOR THIS INFORMAT	TION	
9.	CAM LOCKS & SWIVELS		SEE ATTACHED PAG	GES FOR THIS INFORMA	TION	
10.	HOSE REELS		SEE ATTACHED PAG	GES FOR THIS INFORMA	TION	
11.	HYDRAULICS		SEE ATTACHED PAG	GES FOR THIS INFORMA	TION	
12.	MANUAL VALVES & FITTIN	IGS / GASKETS	SEE ATTACHED PAG	GES FOR THIS INFORMA	TION	
13.	ELECTRIC VALVES / ARTICUCONTROL VALES	ULATED SPRAY /	SEE ATTACHED PAGE	GES FOR THIS INFORMA	TION	
14.	GRAVITY DROP / TANK MO	UNTING KIT / LIGHTS	SEE ATTACHED PAG	GES FOR THIS INFORMA	TION	
15.	PLUMBING KIT		SEE ATTACHED PAC	GES FOR THIS INFORMAT	TION	
16.	"U" KIT PLUMBING		SEE ATTACHED PAC	SES FOR THIS INFORMAT	TION	
17.	TANK SYSTEMS AND KITS 5 VALVE AIR SYSTEM 3 VALVE AIR SYSTEM DROP ON "R" KIT 5 AIR VALVE 'U" KIT FLUSHER SYSTEM		SEE ATTACHED PAC	SES FOR THIS INFORMAT	TION	
18.	DUST SUPPRESSION DISTRI	BUTOR SYSTEM	SEE ATTACHED PAC	GES FOR THIS INFORMAT	TION	

BIDDERS ARE REQUIRED TO LIST THE UNIT COST FOR EACH PART EXCLUDING TAX. UNIT COST SHALL REFLECT THE DISCOUNTS OFFERED.

	PART#	DESCRIPTION	ESTIMATED QTY.	UNIT PRICE
1.	PUMPB69876PH	BERKLEY PUMP	5	\$1500.00
2.	GRVCPL0300	GROOVE COUPLING 3"	10	\$12.69
3.	PUMPBS30636	HYDRAULIC COUPLER FOR BERKELEY PUM	P 5	\$197.87
4.	VALBF400LUG	4" BUTTERFLY VALVE, LUG STYLE	10	\$76.00
5.	VALBF300LUG	3" BUTTERFLY VALVE, LUG STYLE	10	\$57.50
6.	HSEMIL15025TXT	MILL HOSE ASSEMBLY 1/1/2 X 25'	25 FEET	\$39.54
7.	CAMLOC0300-C	FEM CAM X HOSE SHANK 3"	10	\$21.83
8	CLAMP0300	HOSE CLAMP PREFORMED (F12) 3"	10	\$1.00
9	PUMPB80703	SHAFT KIT B4ZRKS	5	\$246.75
10	PUMPBS05126	BERKELEY 4 X 3 VOLUTE GASKET	5	\$5.31

No additional charges other than those listed on this pricing page.

Repair & Fabrication Services:(if not applicable place N/A in the field)

# Labor Rate:

Contractor's facility:	\$75.00 /h
County Facility:	N/A
Labor Rate for out of scope work not listed and emergency:	N/A
Labor Rate for Overtime:	N/A

Labor Rate for Field Service: N / A

Labor Rate for Field Service Overtime: N / A

Mileage (if any):

Field Service - 1 ton: N/A
Field Service - 2 ton: N/A

Indicate hours of delivery and number of deliveries a day: 8:00 AM – 4:00 PM, AS NEEDED

Business hours (include time to order & receive same day delivery): 8:00 AM – 5:00 PM

Return Policy:

Time limitations: 30 DAYS

Restocking charges (if any): ON SPECIAL ORDER ITEMS

Warranty (define): MANUFACTURERS WARRANTY

Are the manufacturer's offered stocking items or STOCK ITEMS

do you have to order (explain):

Terms: NET 30

Vendor Number: W000004115 X

Telephone Number: 602-253-7739

Fax Number: 602-258-6312

Contact Person: Matt Barrick Mark White

E-mail Address: matt manager@watertrucks.com

Company Web Site: <u>www.watertrucks.com</u>

Insurance Certificate Required

Contract Period: To cover the period ending **DECEMBER 31, 2007**